



IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

v.

21-CR-6041

THOMAS NARY,

Defendant.

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**PLEA AGREEMENT**

The defendant, THOMAS NARY, and the United States Attorney for the Western District of New York (hereinafter "the government") hereby enter into a plea agreement with the terms and conditions as set out below.

**I. THE PLEA AND POSSIBLE SENTENCE**

1. The defendant agrees to waive indictment and to plead guilty to a one count Information that charges a violation of Title 18, United States Code, Section 2314 (Transportation of Stolen Goods in Interstate Commerce), for which the maximum possible sentence is a term of imprisonment of 10 years, a fine of \$250,000, a mandatory \$100 special assessment, and a term of supervised release of 3 years. The defendant understands that the penalties set forth in this paragraph are the maximum penalties that can be imposed by the Court at sentencing.

2. The defendant understands that, if it is determined that the defendant has violated any of the terms or conditions of supervised release, the defendant may be required to serve in prison all or part of the term of supervised release, up to 2 years, without credit for

time previously served on supervised release. As a consequence, in the event the defendant is sentenced to the maximum term of incarceration, a prison term imposed for a violation of supervised release may result in the defendant serving a sentence of imprisonment longer than the statutory maximum set forth in ¶ 1 of this agreement.

## **II. ELEMENTS AND FACTUAL BASIS**

3. The defendant understands the nature of the offense set forth in ¶ 1 of this agreement and understands that if this case proceeded to trial, the government would be required to prove beyond a reasonable doubt the following elements of the crime:

- a. The goods, wares and merchandise were stolen, converted, or taken by fraud;
- b. The defendant transported, transmitted, or transferred (or caused to be transported or transmitted) property in interstate or foreign commerce;
- c. At the time of the transportation or transmission, the defendant knew the property was stolen, converted, or taken by fraud; and
- d. The value of the property was at least \$5,000.

### **FACTUAL BASIS**

4. The defendant and the government agree to the following facts, which form the basis for the entry of the plea of guilty including relevant conduct:

- a. Rochester Pawn & Gold ("RPG") was a pawnshop located at 1440 Dewey Ave, in the city of Rochester, Western District of New York. The defendant, THOMAS NARY, owned and operated RPG at all times relevant.

- b. Between in or about January 2015 and in or about November 2019, NARY knowingly purchased stolen goods and merchandise from persons that he knew were engaged in unlawful shoplifting (the individuals are commonly referred to as “boosters”) from Rochester area retail stores. The boosters would steal the items from various stores, including Lowes, Home Depot, Target, Walmart and Wegmans. Once the goods were stolen, the boosters would bring them to RPG and sell the stolen, new in-box goods to RPG for a fraction of the true retail value.
- c. NARY knew that the goods he purchased from boosters were stolen, converted, or taken by fraud.
- d. After purchasing the stolen goods from the boosters, NARY would thereafter list the stolen goods for sale on eBay and Amazon, using accounts that were owned and controlled by NARY. The goods were advertised as “New” or “New-In-Box” and priced below retail value, although the price was well in excess of the money NARY had paid the boosters. Upon selling the items, the stolen merchandise was shipped to buyers, including those located outside the state of New York.
- e. The defendant admits and agrees that between January 2015 and November 2019, NARY sold and shipped (or caused to be shipped) more than \$1,500,000 worth of stolen goods to buyers located outside of the state of New York.

### **III. SENTENCING GUIDELINES**

5. The defendant understands that the Court must consider but is not bound by the Sentencing Guidelines (Sentencing Reform Act of 1984).

#### **BASE OFFENSE LEVEL**

6. The government and the defendant agree that Guidelines § 2B1.1(a)(2) applies to the offense of conviction and provides for a base offense level of 6.

**SPECIFIC OFFENSE CHARACTERISTICS**  
**U.S.S.G. CHAPTER 2 ADJUSTMENTS**

7. The government and the defendant agree that the following specific offense characteristic does apply:

- a. The two-level increase pursuant to Guidelines § 2B1.1(b)(4) (offense involved receiving stolen property and the defendant was a person in the business of receiving stolen property).

8. The government maintains that the following specific offense characteristic applies:

- a. The 20-level enhancement pursuant to Guidelines § 2B1.1(b)(1)(K) (the total loss was more than \$9,500,000).

However, the defendant reserves the right to argue at sentencing that Guidelines § 2B1.1(b)(1)(I) applies, that is, the total loss (including relevant conduct) was more than \$1,500,000 but not more than \$3,500,000, and thus there is a 16-level offense level increase.

**ADJUSTED OFFENSE LEVEL**

9. Based on the foregoing, it is the understanding of the government and the defendant that, if the Court determines that Guidelines § 2B1.1(b)(1)(K) applies, then the adjusted offense level for the offense of conviction is 28, and if the Court determines that Guidelines § 2B1.1(b)(1)(I) applies, then the adjusted offense level for the offense of conviction is 24.

### ACCEPTANCE OF RESPONSIBILITY

10. At sentencing, the government agrees not to oppose the recommendation that the Court apply the two (2) level decrease of Guidelines § 3E1.1(a) (acceptance of responsibility) and further agrees to move the Court to apply the additional one (1) level decrease of Guidelines § 3E1.1(b), which would result in a total offense level of 25 if the Court determines that Guidelines § 2B1.1(b)(1)(K) applies, or a total offense level of 21 if the Court determines that Guidelines § 2B1.1(b)(1)(I) applies.

### CRIMINAL HISTORY CATEGORY

11. It is the understanding of the government and the defendant that the defendant's criminal history category is I. The defendant understands that if the defendant is sentenced for, or convicted of, any other charges prior to sentencing in this action the defendant's criminal history category may increase. The defendant understands that the defendant has no right to withdraw the plea of guilty based on the Court's determination of the defendant's criminal history category.

### GUIDELINES' APPLICATION, CALCULATIONS AND IMPACT

12. It is the understanding of the government and the defendant that:
- a. If the Court determines that Guidelines § 2B1.1(b)(1)(K) applies, then, with a total offense level of 25 and criminal history category of I, the defendant's sentencing range would be a term of imprisonment of **57 to 71 months, a fine of \$20,000 to \$200,000, and a period of supervised release of 1 to 3 years.**

- b. If the Court determines that Guidelines § 2B1.1(b)(1)(I) applies, then, with a total offense level of 21 and criminal history category of I, the defendant's sentencing range would be a term of imprisonment of **37 to 46 months, a fine of \$15,000 to \$150,000, and a period of supervised release of 1 to 3 years.**
- c. Notwithstanding the calculations described above, the defendant understands that at sentencing the defendant is subject to the maximum penalties set forth in ¶ 1 of this agreement.

13. Notwithstanding the correctness of calculations of the Sentencing Guidelines ranges set forth above, the government and the defendant reserve the right to recommend a sentence outside the Sentencing Guidelines range. This paragraph reserves the right to the government and the defendant to bring to the attention of the Court all information deemed relevant to a determination of the proper sentence in this action.

14. The defendant understands that the Court is not bound to accept any Sentencing Guidelines calculations set forth in this agreement and the defendant will not be entitled to withdraw the plea of guilty based on the sentence imposed by the Court.

#### **IV. STATUTE OF LIMITATIONS**

15. In the event the defendant's plea of guilty is withdrawn, or conviction vacated, either pre- or post-sentence, by way of appeal, motion, post-conviction proceeding, collateral attack or otherwise, the defendant agrees that any charges dismissed pursuant to this agreement shall be automatically reinstated upon motion of the government and further agrees not to assert the statute of limitations as a defense to any federal criminal offense which is not time barred as of the date of this agreement. This waiver shall be effective for a period

of six months following the date upon which the withdrawal of the guilty plea or vacating of the conviction becomes final.

**V. REMOVAL**

16. The defendant represents that he is a citizen of the United States. The defendant understands that, if convicted, a defendant who is not a citizen of the United States may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

**VI. GOVERNMENT RIGHTS AND OBLIGATIONS**

17. The defendant understands that the government has reserved the right to:
- a. provide to the Probation Office and the Court all the information and evidence in its possession that the government deems relevant concerning the defendant's background, character and involvement in the offense charged, the circumstances surrounding the charge and the defendant's criminal history;
  - b. respond at sentencing to any statements made by the defendant or on the defendant's behalf that are inconsistent with the information and evidence available to the government;
  - c. advocate for a specific sentence consistent with the terms of this agreement including the amount of restitution and/or a fine and the method of payment;
  - d. modify its position with respect to any sentencing recommendation or sentencing factor under the Guidelines including criminal history category, in the event that subsequent to this agreement the government receives previously unknown information, including conduct and statements by the defendant subsequent to this agreement, regarding the recommendation or factor; and

- e. oppose any application for a downward departure and/or sentence outside the Guidelines range made by the defendant.

18. At sentencing, the government will move to dismiss the Criminal Complaint pending against the defendant under Magistrate's No. 19-MJ-04169.

19. The defendant agrees that any financial records and information provided by the defendant to the Probation Office, before or after sentencing, may be disclosed to the United States Attorney's Office for use in the collection of any unpaid financial obligation.

## **VII. APPEAL RIGHTS**

20. The defendant understands that Title 18, United States Code, Section 3742 affords a defendant a limited right to appeal the sentence imposed. The defendant, however, knowingly waives the right to appeal and collaterally attack any component of a sentence imposed by the Court which falls within or is less than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 12(a), above (a term of imprisonment of 57 to 71 months, a fine of \$20,000 to \$200,000, and a period of supervised release of 1 to 3 years), notwithstanding the manner in which the Court determines the sentence. In the event of an appeal of the defendant's sentence by the government, the defendant reserves the right to argue the correctness of the defendant's sentence.

21. The defendant understands that by agreeing not to collaterally attack the sentence, the defendant is waiving the right to challenge the sentence in the event that in the future the defendant becomes aware of previously unknown facts or a change in the law which the defendant believes would justify a decrease in the defendant's sentence.



22. The government waives its right to appeal any component of a sentence imposed by the Court which falls within or is greater than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 12(b), above (a term of imprisonment of 37 to 46 months, a fine of \$15,000 to \$150,000, and a period of supervised release of 1 to 3 years) notwithstanding the manner in which the Court determines the sentence. However, in the event of an appeal from the defendant's sentence by the defendant, the government reserves its right to argue the correctness of the defendant's sentence.

### **VIII. FORFEITURE PROVISIONS**

23. Prior to or immediately after the entry of a plea of guilty as a condition of the plea, the defendant agrees not to contest any forfeiture or abandonment proceeding that has been brought by the United States and agrees to immediately criminally forfeit all of the defendant's right, title and interest to any and all properties which are subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), which is in the possession and control of the defendant or the defendant's nominees. That property includes:

#### **CURRENCY:**

\$9,609.04 Seized from Account "AZ Wholesale USA" held by Amazon.com, Inc.

#### **MONETARY JUDGMENT:**

- i. The sum of United States currency that equals 50% of the total loss amount that will be ordered by the Court. This sum it is to be evidenced by a judgment issued by this Court against the defendant at the time of sentencing. The defendant agrees pursuant to Federal Rule of Criminal Procedure 32.2 (C) that because the amount of the money judgment cannot be calculated prior to sentencing, a General Preliminary and Final Forfeiture Order will be entered that describes the money judgment in general terms; and states that the order will be amended under Federal Rule of Criminal Procedure 32.2(e)(1) when the amount of the money judgment

has been calculated at the time of sentencing. The defendant agrees that after sentencing, the government will submit an Amended Order to Court for 50% of the total loss amount determined by the Court at sentencing pursuant Federal Rule of Criminal Procedure 32.2(e)(1)(A) and the defendant will consent to the Amended Order and the amount of the money judgment.

- ii. Said judgment will be referenced in the General Preliminary and Final Order of Forfeiture and the subsequent Amended Order, and will provide for interest to accrue at the prevailing rate per annum and serve as a lien against the defendant's property, wherever situated, until fully satisfied.
- iii. The defendant understands and agrees that the Court, at the time of sentencing, will order the amount of forfeiture money judgment and subsequently will enter into the Amended Preliminary and Final Order of Forfeiture, said judgment is due and payable in full immediately and subject to immediate enforcement by the United States. The defendant agrees that any funds and assets in which the defendant has an interest, which have been seized or restrained by the government or law enforcement as part of the investigation underlying this plea agreement, will be used to offset any forfeiture money judgment imposed pursuant to this plea agreement, or to satisfy any debts owed by the defendant to the United States and/or agencies thereof. To the extent that the defendant has an interest, the defendant authorizes the District Court Clerk to release any funds posted as security for the defendant's appearance bond in this case, which funds shall be applied to satisfy the criminal forfeiture judgment.

24. The defendant also agrees that the property listed above is properly forfeitable to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c). The defendant agrees that he will not contest the forfeiture of the aforementioned property in any capacity in an ancillary proceeding. The defendant further agrees to fully assist the government in the forfeiture of the aforementioned property and to take whatever steps are necessary to pass clear title to the United States, including, but not limited to surrender of title and execution of any documents necessary to transfer the defendant's interest in any of the above property to the United States, as deemed necessary by the government.

25. The defendant agrees that he is not the rightful owner of all the items listed in Exhibit A and agrees to take whatever steps are necessary to allow law enforcement agents to return the items to the rightful owners or dispose of the property. The defendant agrees that he is not the rightful owner and has no legal interest in the items listed in Exhibit A. The defendant agrees to sign any and all forms necessary and further agrees to unconditionally release and forever discharge the United States of America, the Department of Justice, and the Department of Treasury, IRS-CI, Rochester Police Department, their officers, employees, and agents from any and all action, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and/or demands whatsoever in law or equity which he, his heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure of the Subject Property. The defendant also agrees to hold harmless the United States of America, the Department of Justice, and the Department of Treasury, IRS-CI, Rochester Police Department, its officers, employees, and agents from any and all civil liability, claims, actions, or remedies which could possibly arise from the seizure of the items listed in Exhibit A on or about November 21, 2019, in Rochester, NY.

26. After the acceptance of the defendant's guilty plea, and pursuant to Rules 32.2(b)(2), (c) and (e) of the Federal Rules of Criminal Procedure, the Court will issue a General Preliminary and Final Order of Forfeiture for the money judgment listed above. The defendant hereby waives any right to notice of the General Preliminary and Final Order of Forfeiture and the subsequent Amended Preliminary and Final Order of Forfeiture. The defendant further consents and agrees that the General Preliminary Order and Final Order of Forfeiture and the shall issue and agrees that it shall be made part of the defendant's sentence and the Amended Preliminary and Final Order of Forfeiture will be included in the

judgment pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure. The defendant further agrees to waive any time restrictions or requirements as provided in Title 18, United States Code, Section 983, any notice provisions in Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that the defendant understands that the forfeiture of property is part of the sentence that may be imposed in this case and waives any failure by the Court to advise the defendant of this, pursuant to Rule 11(b)(1)(J) of the Federal Rules of Criminal Procedure, at the time the guilty plea is accepted. Forfeiture of the defendant's property shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

27. The defendant knowingly, intelligently, and voluntarily waives his right to a jury trial on the forfeiture of the assets. The defendant knowingly, intelligently, and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets in any proceeding, including any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, as to this criminal proceeding or any related civil or administrative proceeding. The defendant further agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine regarding the forfeiture of assets by the United States.

VIII. TOTAL AGREEMENT AND AFFIRMATIONS

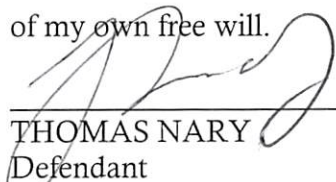
28. This plea agreement represents the total agreement between the defendant, THOMAS NARY, and the government. There are no promises made by anyone other than those contained in this agreement. This agreement supersedes any other prior agreements, written or oral, entered into between the government and the defendant.

JAMES P. KENNEDY, JR.  
United States Attorney  
Western District of New York


BY:   
MEGHAN K. MCGUIRE  
Assistant United States Attorney

Dated: June 23, 2021

I have read this agreement, which consists of pages 1 through 13 and Exhibit A. I have had a full opportunity to discuss this agreement with my attorney, Mark A. Foti, Esq. I agree that it represents the total agreement reached between me and the government. No promises or representations have been made to me other than what is contained in this agreement. I understand all of the consequences of my plea of guilty. I fully agree with the contents of this agreement. I am signing this agreement voluntarily and of my own free will.

  
THOMAS NARY  
Defendant

Dated: June 23, 2021

  
MARK A. FOTI, ESQ.  
Attorney for the Defendant

Dated: June 23, 2021

# **EXHIBIT A**

**Exhibit A, Part 1 of 3****Inventory Listing of All Items Seized by Key Word at Search Warrant Site****Site Name:**

149 Cherry Rd.  
Gates, NY 14624  
Warehouse

**Report Date:**

Friday, January 29, 2021

<b>Control No.</b>	<b>Evidence Box</b>	<b>Description</b>
4000	1	Generator
4001	2	Generator
4002	3	garage door opener
4003	4	garage door opener
4004	5	garage door opener
4005	6	garage door opener
4006	7	garage door opener
4007	8	lawn mower
4008	9	battery charger
4009	10	sewing machine
4010	11	string trimmer
4011	12	six tool combo kit
4012	13	six tool kit
4013	14	ten tool combo kit
4014	15	chainsaw
4015	16	string trimmer
4016	17	chainsaw
4017	18	rotary laser kit
4018	19	leaf blower
4019	20	cultivator
4020	21	chainsaw
4021	22	wire feed welder
4022	23	four tool combo kit
4023	24	post hole digger
4024	25	sump pump
4025	26	sump pump

4026	27	sump pump
4027	28	sump pump
4028	29	sump pump
4029	30	sump pump
4030	31	sump pump
4031	32	sump pump
4032	33	cast iron jet pump
4033	34	sump pump
4034	35	garage door opener
4035	36	garage door opener
4036	37	garage door opener
4037	38	rowenta steam station
4038	39	sewing machine
4039	40	various power tools
4040	41	various small tools
4041	42	various power tools
4042	43	various power tools
4043	44	cordless jet blower
4044	45	ridgid combo kit
4045	46	ceiling fan
4046	47	cobalt combo kit
4047	48	makita circular saw
4048	49	farberware mixer
4049	50	kitchen aid mixer
4050	51	garage door opener
4051	52	generator
4052	53	combo tool kit
4053	54	walt power station
4054	55	two tool combo kit
4055	56	dust extractor
4056	57	canister filter
4057	58	tankless water heater
4058	59	chainsaw
4059	60	hand held blower
4060	61	cordless hedge trimmer
4061	62	ten piece cookware
4062	63	sewing machine
4063	64	canister filter



4064	65	roofing coil nailer
4065	66	cross bow
4066	67	electronic shredder
4067	68	hover board
4068	69	hedge trimmer
4069	70	paint sprayer
4070	71	four piece combo tool kit
4071	72	12 piece cookware set
4072	73	drill set
4073	74	2 tool combo kit
4074	75	rotary hammer
4075	76	rotaryhammer
4076	77	hand held blower
4077	78	finish nailer
4078	79	app controlled led
4079	80	15 inch trimmer
4080	81	chain saw
4081	82	kitchen faucet
4082	83	kitchen faucet
4083	84	kitchen faucet
4084	85	4 tool combo kit
4085	86	4 tool combo kit
4086	87	wet vac
4087	88	cordless blower
4088	89	welder
4089	90	rotary hammer
4090	91	welder
4091	92	portable air conditioner
4092	93	drills
4093	94	various power tools
4094	95	various power tools
4095	96	various power tools
4096	97	various power tools
4097	98	kitchen apps
4098	99	razors
4099	100	various power tools
4100	101	various power tools
4101	102	various power tools

4102	103	pet meds
4103	104	dental stuff
4104	105	nicotette gum
4105	106	rogaine, tooth brushes, nicoette
4106	107	various power tools
4107	108	various circuit breakers
4108	109	pet supplies/supplements
4109	110	small electronics
4110	111	small electronics
4111	112	holiday projectors
4112	113	kitchen faucets
4113	114	kitchen faucet
4114	115	kitchen faucet
4115	116	sewing machine
4116	117	handheld blower
4117	118	189 piece tool set
4118	119	sewing machine
4119	120	kitchen faucet
4120	121	kitchen faucet
4121	122	kitchen faucet
4122	123	kitchen faucet
4123	124	kitchen faucet
4124	125	kitchen faucet
4125	126	kitchen faucet
4126	127	nailer
4127	128	nailer
4128	129	chain saw
4129	130	nailer
4130	131	trimmer
4131	132	light
4132	133	light
4133	134	sump pump
4134	135	chainsaw
4135	136	sump pump
4136	137	espresso machine
4137	138	faucet
4138	139	7 tool combo kit
4139	140	bird feeder

4140	141	grinder
4141	142	aquarium light
4142	143	aquarium light
4143	144	aquarium light
4144	145	sump pump
4145	146	space heater
4146	147	food saver
4147	148	rotary hammer
4148	149	4 tool combo kit
4149	150	canister filter
4150	151	stapler
4151	152	well pump
4152	153	well pump
4153	154	well pump
4154	155	well pump
4155	156	well pump
4156	157	well pump
4157	158	well pump
4158	159	rotary laser kit
4159	160	faucet
4160	161	aquarium light
4161	162	faucets
4162	163	baseball gloves
4163	164	power tools
4164	165	hammer drill
4165	166	router
4166	167	hammer drill
4167	168	hammer drill
4168	169	drill
4169	170	drill
4170	171	drill
4171	172	drill
4172	173	saw
4173	174	nailer
4174	175	drill
4175	176	saw
4176	177	nailer
4177	178	power tools

4178	179	faucets
4179	180	makeup
4180	181	shaving and trimmers
4181	182	beauty supplies
4182	183	silverware misc health and beauty
4183	184	garage door opener
4184	185	paint gun
4185	186	vacuum
4186	187	strip nailer
4187	188	paint gun
4188	189	cultivator
4189	190	hand held blower
4190	191	hand held blower
4191	192	back pack blower
4192	193	generator
4193	194	hand held blower
4194	195	pressure cooker
4195	196	gas chain saw
4196	197	kitchen aid/mixer
4197	198	food saver
4198	199	drones and toys
4199	200	coffee machine
4200	201	coffee machine
4201	202	coffee maker
4202	203	chain saw
4203	204	string trimmer
4204	205	breast pump
4205	206	breast pump
4206	207	knife set
<del>4207</del>	<del>208</del>	<del>dust extractor</del>
4208	209	cordless trimmer
4209	210	shallow well pump
4210	211	baby activity center
4211	212	drone
4212	213	table saw
4213	214	nailer
4214	215	nailer
4215	216	4 tool combo kit

4216	217	air fryer
4217	218	faucet
4218	219	faucet
4219	220	faucet
4220	221	faucet
4221	222	faucet
4222	223	faucet
4223	224	4 faucets
4224	225	4 faucets
4225	226	door locks
4226	227	faucets
4227	228	power tools
4228	229	framing nailer
4229	230	power tools
4230	231	home improvement items
4231	232	nailer
4232	233	power tools
4233	234	power tools
4234	235	makeup
4235	236	dvd player
4236	237	back up cam
4237	238	4 piece bake set
4238	239	espresso machine
4239	240	silverware
4240	241	silveware
4241	242	silverware
4242	243	hair trimmers
4243	244	ratcheting set, hammer drill, work light, saw blade
4244	245	supplements
4245	246	toys
4246	247	toys/games/dvds
4247	248	toys/arts/crafts
4248	249	electrical
4249	250	electrical
4250	251	electrical
4251	252	electronics
4252	253	lighting
4253	254	locks

4254	255	perfums
4255	256	hair tools/gloves
4256	257	toys
4257	258	vitamins
4258	259	vitamins/flonase
4259	260	vitamins
4260	261	harnesses
4261	262	perfume
4262	263	clippers
4263	264	light switches
4264	265	perfume
4265	266	faucets
4266	267	faucets
4267	268	faucets
4268	269	faucets
4269	270	faucets
4270	271	electrics
4271	272	faucets/showerheads
4272	273	garage floor coating
4273	274	faucets
4274	275	tools
4275	276	makeup
4276	277	light bulbs - auto
4277	278	led lights
4278	279	golf club
4279	280	golf club
4280	281	lights
4281	282	light switches/outlets
4282	283	miscellaneous - home improvement
4283	284	blood pressure kits/foot care
4284	285	misc.
4285	286	smoke alarms
4286	287	tools
4287	288	audio/video discs/games
4288	289	art/craft supplies
4289	290	lights
4290	291	paint supplies
4291	292	valves

4292	293	misc.
4293	294	printer cartridges
4294	295	misc.
4295	296	speakers
4296	297	valves
4297	298	tool
4298	299	electronics
4299	300	outdoor goods
4300	301	salt/pepper shakers
4301	302	drawers
4302	303	drawers
4303	304	misc.
4304	305	misc
4305	306	gloves
4306	307	electronics
4307	308	kettle
4308	309	cell accessories
4309	310	torque wrench
4310	311	misc.
4311	312	electronics
4312	313	wire
4313	314	wire
4314	315	misc.
4315	316	misc.
4316	317	quilts/cross stitch
4317	318	toys
4318	319	misc.
4319	320	misc
4320	321	toys
4321	322	craig jig kit
4322	323	misc.
4323	324	leggos/toys
4324	325	housewares
4325	326	misc. household
4326	327	silverware/cookware/tools
4327	328	hover shoes
4328	329	silverware/bed sheets
4329	330	drill

4330	331	car bulbs
4331	332	razors/health/electronics
4332	333	bathroom/door handles
4333	334	misc health and wellness
4334	335	misc housewares
4335	336	baby carriers
4336	337	health supplies
4337	338	automotive/lights
4338	339	pet supplies/sports equip.
4339	340	printer ink
4340	341	eye glass frames
4341	342	michael kors coats
4342	343	power tools
4343	344	generator
4344	345	amplifier
4345	346	outlets
4346	347	tools
4347	348	makeup
4348	349	spray gun
4349	350	spray gun
4350	351	pressure test kit
4351	352	faucets
4352	353	nicorette
4353	354	string trimmer
4354	355	floor cleaner robot
4355	356	razors
4356	357	rotary hammer
4357	358	blender
4358	359	hover shoes
4359	360	paint sprayer
4360	361	drill
4361	362	drill
4362	363	electric grill
4363	364	sump pump
4364	365	chainsaw
4365	366	chainsaw
4366	367	mixer
4367	368	misc electronics



4368	369	pressure washer
4369	370	sump pump
4370	371	paint sprayer
4371	372	stovetop smoker
4372	373	ceiling fan
4373	374	ceiling fan
4374	375	misc.
4375	376	misc.
4376	377	3 tool combo
4377	378	chainsaw
4378	379	cordless tools
4379	380	faucets
4380	381	drill
4381	382	rotary hammer
4382	383	spray gun
4383	384	drill
4384	385	mixer
4385	386	tools
4386	387	toys/phone assessories
4387	388	misc electronics
4388	389	battery tools
4389	390	smoke detectors/misc tools
4390	391	golf clubs
4391	392	faucet
4392	393	well pump
4393	394	well pump
4394	395	health supplies
4395	396	movies
4396	397	iron
4397	398	toner
4398	399	electronics
4399	400	makeup
4400	401	fish tank
4401	402	lights
4402	403	ink
4403	404	outdoor goods
4404	405	antenna
4405	406	tools/outdoor items

4406	407	vitamins/pills/razor blades
4407	408	health/beauty/pet supplies
4408	409	laser kits
4409	410	hoverboard
4410	411	string trimmer
4411	412	dust extractor
4412	413	sump pump
4413	414	sump pump
4414	415	misc. housewares
4415	416	misc.
4416	417	dust extractor
4417	418	toys
4418	419	crossbow
4419	420	sewing machine
4420	421	sewing machine
4444	445	tool kit
4453	447	speakers
4454	448	prevagin
4455	449	lawn mower

<b>Key Word</b> NIB-E
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Control No.	Evidence Box	Description
4421	422	perfum/makeup
4422	423	perfums/cosmetics
4423	424	perfume
4424	425	perfume
4425	426	perfume
4426	427	perfume
4443	444	makeup/perfume

**Exhibit A, Part 2 of 3****Inventory Listing of All Items Seized by Key Word at Search Warrant Site****Site Name:**

1440 Dewey Avenue,  
Rochester, NY 14615  
Pawn Shop

**Report Date:**

Friday, January 29, 2021

<b>Control No.</b>	<b>Evidence Box</b>	<b>Description</b>
2	1	2 LCN Electric
3	1	MYA Track Pendent
4	1	Milwaukee Self Feed Bit
5	1	Canon 246XL
6	1	Led Wall Pack 2 Applique Lithonia Lighting
7	2	<del>Honda EV2200 Generator</del>
8	3	Hampton Bay Carina Flush Mont
9	4	Kitchen Aid Mixer
40	5	<del>Chamberlain Garage Door Opener</del>
11	6	Shark Rotator
12	7	Philips 3000 Series 24" tv
13	8	Kobalt 80v Max
14	9	Ryobi Gas Pressure Washer
45	40	<del>Walking Boots</del>
16	11	Hiswase DeHumidifier 1151941
17	12	Hampton Bay Lights 6 Boxes
18	13	Walking Boots Ben Full
19	14	Asst DVD Movies Total 171
20	14	Asst E Books Total 30
21	16	Husqvarna Backpack Blower

22	47	<del>Foot support Braces</del>
23	18	Dewalt Gas pressure washer
24	49	<del>Aireast Night Splits</del>
25	20	Dewalt Table Saw
26	21	Hisense Dehumidifier H1151940
27	22	Asst. Lego Sets 17 items
28	23	Lego Sets 4 Items
30	25	Yamaha Sub Woofer
32	27	Pittsburg Tool Set
36	31	Dyson Vaccum
37	32	Dewalt Table Saw
38	33	<del>Aireast</del>
39	34	All-Clad Cookware
40	35	Shark Vaccum
41	36	Dyson V7 Vacuum
42	37	Kobalt 24v max
43	38	Kobalt 80v max Cordless chain saw
44	39	<del>Medical Walking boots</del>
45	40	Premier Bicke Carrier
46	41	Delta Savile Faucet
47	42	Delta Valdosta Facuet
48	43	Toster oven
49	44	Blackstone Grill
50	45	TCL Air condition
51	46	Bella Air Fryer
52	47	Ninja Food Processor
53	48	Chefman Air Fryer
54	49	Black Travel Bag
55	50	Dyson Cyclon Vaccum
56	51	<del>Pro-Care Ankle and rest Braces</del>
58	53	Murray 2-cycle Trimmer
59	54	<del>Procare wrist Braces</del>
60	55	2 Greco Sprayer
61	56	Kobalt Cordless Chain Saw
62	57	Hisense Porable Air Conditioner
63	58	QEP 650 XT Wet Saw
65	60	Craftsman Power Drill
66	60	Ryobi Saw

67	60	Millwaukee Cordless Drill
68	60	Millwaukee Saw
69	60	DeWalt Drill
70	60	Dewallt Drill
71	61	Allen & Roth Track Light
74	62	5 Aqueon Submersible Aquarium Heater
78	62	Klein Tools Infred
77	62	3 Eaton Ground Fault
75	62	Home Line Circuit Interrupter
73	62	3 Oasis Flameless Candles
72	62	7 Waterfall Pump
76	62	Aqua Clear Power Filter
79	63	Trek Bike
80	64	Velux Flashing Kit
81	65	DeWalt 15" Trimmer
85	66	Desk top charger
90	66	Wireless Ear phones
96	66	Stabilizes
95	66	Honeywell Thermostat
94	66	Portable Electronic Scalle
93	66	Tinitall Mobile Phone
92	66	Wahl Trimmer
97	66	14 Vivitar Flat Iron
91	66	JBL Headphones
88	66	Nikon Cool Pic Camrea
86	66	LG Aristo 3
87	66	Nabi Tablet
84	66	Dimmer Kits
83	66	8 Alpena Car Accessories
82	66	Asst Tools
89	66	Key Board
98	67	Vypyr VIP 1 Amp
99	68	Compass Boots
100	69	Kitchen Aid Food Processor
101	70	Kitchen Aid Stand Mixer
102	71	Home Entertainment Cord Cover Kit
103	72	Arctic King Air Conditioner
114	73	Backup camera

104	73	Chargerr N Ride Rechargeable battery
122	73	Kobalt drill
121	73	Curling wand
120	73	Curling iron
119	73	Ion Gator flat iron
118	73	Curling iron
117	73	Mimi Merengue
116	73	Simply straight brush
115	73	Fiskars punch (2)
112	73	Linksys Wifi Extender
111	73	Sound Moovz Musical Bandz
110	73	Samsung Battery Pack
109	73	1 Touch Smart Watch
108	73	15 Pair of Reading Glasses
107	73	2 Ottlite LED Light
106	73	HP Ink Cartridge Combo Pack
113	73	Comet C Baby Monitor
406	74	<del>Hampton Bay Flexible Line Lighting Kit</del>
124	75	Bluetooth speaker
133	75	Fly fishing line
132	75	10 breakers
131	75	Printer tape - 2
130	75	Keystone jacks
129	75	64 gb thumb drive
128	75	Polaroid headphones
127	75	Thermometers - 3
125	75	Comfort zone 9" fan
123	75	Bluetooth speaker
126	75	Virtual holiday projectors - 3
140	76	Ring speakers
137	76	Lego movie set
143	76	Nursing books - 13
142	76	Wireless ear phones
141	76	Power shaver
136	76	Lego creator set
135	76	Wireless mic set - 2
134	76	Dimmers - 8
139	76	RF Detectors - 6

138	76	HP Laptop
149	77	One blade trimmer
155	77	Oregon chainsaw - 3
154	77	Electronic ballast - 3
153	77	Adventure Time DVD Collection
152	77	Camera
150	77	Chainsaw blade
148	77	Desktop drive
147	77	Lantern
146	77	Wireless speaker
145	77	Wifi Router
144	77	Smoke detectors - 26
156	77	Long nose jaw - 3
151	77	James Bond Blu Ray Collection
163	78	Taylor Made Golf Balls
169	78	Ridid Saw Blades -18
168	78	TP-Link WiFi Set
170	78	11 - Flash Cards Asst
167	78	Microsoft Surface Go
165	78	Centrpoint Hunting Scope
164	78	Simmons Hunting Scope
161	78	Razer Wireless Mouse
160	78	2 Beckett Fountain Pump
159	78	Ifitness bands - 3
157	78	XBox games - 19
158	78	Motorola baby monitor
162	78	Water fall Pump
172	79	Fozen LEGO Set
182	79	Connect Scale Digital Scale & App
181	79	Taco 2 Way Zone Valve -2
180	79	I Sound Alarm Clock
179	79	LP Mini Everything Rack 2 Total
178	79	Yousee Wireless Controller Charger for PS4
177	79	Phillips Shape Light
176	79	Bass Jaxx Dancing Water Speaker
173	79	Petite Press Mini Iron - 2
171	79	12 K & N Air Filter
175	79	Double Drop Trail Camer Kit 2- Total

183	80	Ryobi myter saw
1	80	Two Le Creuset Cookware
184	81	Ryobi power washer
185	82	DYSON SLIMBALL
186	83	CHEFMAN SLOW COOKER
187	84	CRAFTMAN HEDGE TRIMMER
188	85	cALPHALON SIGNATURE ANTIADHESIF
189	86	(2) KOHLER FAUCET
191	86	NOTFIT ALERT DOOR BELL(2)
192	86	OHLITE CLAMP
193	86	HEXBUG V3X
194	87	BROAN HOOD
195	88	KENMORE TOASTER OVEN
196	89	WATER COOLER AVANTI
197	90	AIR CONDITIONER
198	91	QUARTZ HEATER
205	92	PRECISION LEVELS 2
201	92	ASSORTED BLADES & TOOLS (21)
200	92	FIT BIT (6)
202	92	PAINT HEATER SANDERS
203	92	GRAY PREMATIC SOCKET SET
204	92	PRO BODY BALL
199	92	STAINLESS SLOTTED LADDLE 60 TOTAL
206	92	BODUM ELECTRIC MILK FROTHER
207	93	Bear bow
<del>208</del>	<del>94</del>	<del>Aireast supports</del>
209	95	Keurig coffee maker
215	96	Various RAC x233 IV Switch tips - 233
210	96	Kwikset Electronic Deadbolt
211	96	Sony Headphones
212	96	Electric breast pump
213	96	Schlage Doorknob
214	96	Assorted DVDs - 63
216	97	Chandelier
218	98	Guide Series scope
<del>217</del>	<del>98</del>	<del>Baseball gloves—16</del>
226	99	Guitar strings - 15
234	99	DJI Intelligent Battery



233	99	Assorted card games - 3
232	99	Miniature guitars
229	99	Mouth guards - 2
230	99	3 Plus Heart Rate Monitor
228	99	<del>Shockdoctor wrist supports - 3</del>
227	99	Card games - 3
219	99	Headlight bulbs - 17
224	99	Aqueon fish tank heaters - 7
223	99	Otterbox cell phone cases - 3
225	99	Wraps wristband headphones - 6
222	99	Stereo cables - 4
221	99	Circuit breakers - 19
220	99	Sperry Wire Trackers - 3
231	99	Kershaw knife
235	100	Feiss Lamps - 4
242	101	Stanley Recharger
243	101	Dewalt Lithium Battery
244	101	Portable webcam
246	101	Sew fabric sheets - 2
239	101	Woozik Wireless Speakers
247	101	Paint sets - 10
245	101	Needlepoint kits - 15
240	101	Jasco Red Dot Rifle scope
238	101	Frontline Plus for Dogs - 3
237	101	Motorola Baby Monitor
236	101	Audio Books - 18
241	101	Applicator & remover set
248	102	Care kits
261	103	Wonder cups
262	103	Miroir micro projector
263	103	Crate creature
252	103	Laser Square
260	103	Mini iron
259	103	Bevel body hair trimmer
258	103	Cake tool set
257	103	Spray tips - 3
256	103	Revel woodcarving set
253	103	Alesis Mixer

251	103	Carhart Gloves - 2 pair
250	103	Icon ratchet wrench sets - 3
249	103	Blood pressure monitor
254	103	Bird & Cronin Medical Products
255	103	Voltmeters - 2
264	104	Titleist golf driver
265	105	Saw blades - 42
275	105	Honeywell Wifi Thermostat
274	105	Light bulbs - 4
273	105	Lutron sensor - 2
272	105	Leviton Motion Sensor - 2
271	105	Pictar camera adapter
270	105	Clearstream TV Adapter
269	105	Misc Tools - 2
<del>268</del>	<del>406</del>	<del>Plumbing Fittings - 15</del>
266	105	Pliers - 19
267	105	Square Packs - 4
278	106	12 volt battery doctor
281	106	8 vehicle lights
282	106	warrior router bit (3)
283	106	Mikasa (2)
279	106	Kicker speaker
276	106	Ottlite - 5
280	106	Printer cartridges - 7
277	106	Kwikset lock
284	107	Dewalt cordless Rod Cutter
285	107	Egyptian cotton sheet set
286	107	Thermostat
287	107	Emergency light
288	107	LED Light
289	107	Toy
290	108	Air filters - 4
295	108	Braun light - 2
294	108	Triplever brass drain
293	108	Portable scale
<del>291</del>	<del>408</del>	<del>True Coat Sprayer</del>
292	108	Britta Water Filters - 10
303	109	VTech Digital Cordless Answering Machine - 2

312	109	Dewalt orbit sander
313	109	Diehard Smart Charger
314	109	Echo Battery
311	109	Zagg Wireless Keyboard
310	109	Doorbell Ringer
309	109	Scissors
308	109	Dewalt 20 watt lithium ion battery
307	109	Outlet
306	109	7/8" hole cutter
315	109	Milwaukee 18 Lithium Battery
302	109	Dog leash
301	109	Hercules angle grinder
300	109	Kohler dispenser
299	109	Kohler faucet
298	109	Refrigerator filter
297	109	Battery charger
296	109	Water pumps - 3
<del>305</del>	<del>409</del>	<del>Chamberlain garage door opener</del>
304	109	Jump starter
316	110	Bosch Level Laser
322	110	Feiss Light
321	110	HDTV Antenna
320	110	Hot water dispenser
319	110	Wireless door bell
318	110	Electric stapler
317	110	Yale Lock
<del>323</del>	<del>444</del>	<del>Thunder pizza screen</del>
<del>324</del>	<del>444</del>	<del>Laminator</del>
325	111	Swan Security System
326	111	Laserjet cartridge
327	111	Anvil Bolt Cutter
329	112	Pro Series Buffer
330	112	Procare knee splints - 3
333	112	Cutters - 6
331	112	Delta Silverton Faucet
332	112	PNY Flash Card
328	112	Lexmark printer cartridge
343	113	Dyme shipping labels - 2

348	113	Dewalt staple gun
347	113	Milwaukee saws - 2
346	113	Cambridge silverware set
345	113	Circuit tool set - 2
344	113	Phillips light bulbs - 9
342	113	Wireless router
341	113	Dewalt impact driver kit
340	113	Campbell Hausfeld wrench
338	113	Abu Garcia fishing reel
337	113	Clarinet Basse - 2
336	113	Bluetooth buds - 4
335	113	Calphalon cutlery - 2
334	113	Sentry Calming Defuser - 3
339	113	Soft grips dog leash - 4
352	120	Misc Electronics
349	120	Dewalt drill kits
350	120	Printer cartridges - 29
351	120	Vehicle strobe lights - 7
358	128	Halo dimmer switches - 5
365	128	Flonase - 8
359	128	Scissors - 6
364	128	Mucinex - 5
361	128	Assorted makeup boxes - 11
362	128	Assorted vitamins and pills - 15
357	128	Various saw blades
363	128	Assorted makeup boxes - 15
360	128	Gerber knife
355	128	Luminara candles - 3
353	128	Olfa rotary cutters - 20
356	128	Crossbow Warhead
354	128	Slider wallets - 3
366	151	Fan control
367	151	Bushnell Scope
381	158	Fuji Mini Camera - 3
380	158	Bern Eastwood Goggles
375	158	Star Wars Droid Robot
382	158	Nest Hello
372	158	Rosetta Stone Spanish

378	158	Cloud Island 4 pk burp cloths
383	158	Nest Thermostat - 2
376	158	Phillips All in One Trimmer
384	158	Hair iron
374	158	Andis Trimmer
373	158	Dewalt tape measure
379	158	Play N Trace
377	158	Bunker Hill RF Detector
370	158	Allergy pills
371	158	Vagasil contraceptives - 2
368	158	Andis Nail Grinders - 3
369	158	Vicks Thermostat
385	161	Startex Sconces - 4
387	161	Loops & Thread Sewing Machine
386	161	Freight Owl Security System
388	162	Delta In2ition shower head
389	163	Medela Breast Pump
390	164	Moen Faucet
391	165	Delta Faucet
392	166	Kohler faucet
393	167	Sharkbite Radiant Heating Manifold
394	169	Nicorette Gum - 45
412	194	Rock solid garage floor coating - 25
413	195	Rock Solid Garage Floor Coating
414	196	Rock Solid Garage Floor Coating
415	197	Rock Solid Garage Floor Coating
416	198	Rock Solid Garage Floor Coating

<b>Key Word</b> NIB-E
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Control No.	Evidence Box	Description
29	24	LG 55" TV
31	26	Sceptre 32" Tv
33	28	Swagtron Electric life Swageboard Hero
34	29	Fender Speaker
35	30	LG 43" TV

57	52	Highroller Hoverboard
64	59	Air Purifier
166	78	Targus 4-1 Keyboard
174	79	Project Nursery Bluetooth Speaker
190	86	AMAZON BASICS 7PORT USB HUB

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**Exhibit A, Part 3 of 3****Inventory Listing of All Items Seized by Key Word at Search Warrant Site****Site Name:**

1440Dewey Ave.  
 Rochester, NY 14614  
 Rochester Pawn & Gold  
 Site 2

**Report Date:**

Friday, January 29, 2021

<b>Control No.</b>	<b>Evidence Box</b>	<b>Description</b>
2001	114	pANASONIC PRINT AND SCAN SCREEN
2002	115	HOT DOG ROLLER
2003	116	STARTEX LAMP BODY
2004	117	INNOVERA IMAGING SUPPLY
2005	118	BISSEL VACUUM
2006	119	CHAMBERLAIN GARAGE DOOR OPENER
2007	121	DELL INKJET PRINTER
2008	122	KITCHEN AID MIXER
2009	123	LEXMARK PRINT SYSTEM
2010	124	POWER WASHER
2017	125	CROSLEY C200 2SPEED
2011	126	KOBALT 40VLEAF BLOWER
2012	127	EVERSTART JUMP STARTER
2013	129	WELDING SET
2014	130	SMART POOL ALARM
2015	131	7 - TONER CARTRIGES
2016	132	KOBALT LAWN MOWER
2018	133	COMMERCIAL ELECTRIC FLAT PANEL
2019	134	MOEN FAUCET
2020	135	DIHUMIDIFIER
2021	136	ZOELLER SEWAGE PUMP
2022	137	DELTA LELANDND FAUCET
2023	138	QUOIZEL LAMP BASE
2024	139	3-ACCESS LIGHTING LAMPS
2025	140	BUDGET SALAD BOWLS
2026	141	2- SARTEX LAMPS

2027	142	3-STARTEX LAMPS
2028	143	BATTERY CHARGER
2029	144	SONTERRA FAUCET
2030	145	DELTA LELAND FAUCET
2031	146	DEHUMIDIFIER
2032	147	COOLER
2033	148	POWER PRESURE COOKER xl
2034	149	ASSORTED BRACES
2035	150	ASSORTED INK CARTRIDGES
2036	152	PLASTIC STORAGE CONTAINERS
2037	153	FIGURES/ COLLECTABLES
2038	154	BLUE TOOTH SPEAKERS
2039	155	SMOKER
2040	156	DREAM SERENITY MATTRESS TOPPER
2045	157	3-VEX ROBOTIC KIT
2044	157	GENIE DIAPER REFILL
2043	157	2- CERAMIC HAIR STYLER
2041	157	ASSORTED LIGHTS
2042	157	SAW BLADES
2046	159	SUBLEMENTS
2052	160	NEVER HAVE I EVER CARD GAME
2055	160	ASSORTED TOOLS
2054	160	IRWIN SAW BLADE
2053	160	2- JJCOLE REVERSABLE TRAP COVERS
2051	160	SHIT HAPPENS GAME
2050	160	K9 ADVANTIX II
2049	160	5- EXPLODING KITTENS CARD GAME
2047	160	MILWALKI RECHARGABLE FLASH LIGHT
2048	160	GERBER WASH CLOTHES
2056	168	ASSORTED TOOLS
2057	170	FRYING PANS
2058	170	ASSORTED HOUSWAERS
2059	183	ASSORTED HOSE WARE
2060	184	4-LED CABINET LIGHTS
2061	192	MISC
2062	193	MISC

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